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9 **UNITED STATES DISTRICT COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 MARCO HERNANDEZ, an individual,) Case No.: '16CV0886 L NLS
12)
13 Plaintiff,) **COMPLAINT AND DEMAND FOR**
14) **JURY TRIAL**
15 v.)
16)
17 EXPERIAN INFORMATION)
18 SOLUTIONS, INC., a corporation; and)
19 DOES 1 through 10 inclusive,)
20)
21 Defendants.)
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23)
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29 **I. INTRODUCTION**

30 1. This is an action for damages brought by an individual consumer against
31 Defendants for damages pursuant to 15 U.S.C. §1681 *et seq.* (Fair Credit Reporting Act
32 “FCRA”) and the California Consumer Credit Reporting Agencies Act, Civil Code §1785.1
33 *et seq.* (“CCRAA”) both of which prohibit unlawful credit reporting.
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35 **II. PARTIES & VENUE**

36 2. Plaintiff MARCO HERNANDEZ is a natural person residing in Chula Vista,
37 CA.
38

1 3. Defendant EXPERIAN INFORMATION SOLUTIONS, INC. (“EXPERIAN”)
2 at all times relevant was a limited liability corporation doing business in San Diego County,
3 California operating from an address at 475 ANTON BLVD., COSTA MESA, CA 92626.
4 EXPERIAN is a “consumer reporting agency” as defined by 15 U.S.C. §1681a(f) and is
5 regularly engaged in the business of assembling, evaluating, and disbursing information
6 concerning consumers for the purposes of furnishing consumer reports, as defined in 15
7 U.S.C. §1681a(d) to third parties. EXPERIAN disburses such consumer reports to third
8 parties under contract for monetary compensation.

9 4. The true names and capacities, whether individual, corporate (including officers
10 and directors thereof), associate or otherwise of Defendants sued herein as DOES 1 through
11 10, inclusive, are unknown to Plaintiff, who therefore sues these Defendants by such
12 fictitious names. Plaintiff is informed and believes, and alleges that each Defendant
13 designated as a DOE is involved in or is in some manner responsible as a principal,
14 beneficiary, agent, co-conspirator, joint venturer, alter ego, third party beneficiary, or
15 otherwise, for the agreements, transactions, events and/or acts hereinafter described, and
16 thereby proximately caused injuries and damages to Plaintiff. Plaintiff requests that when
17 the true names and capacities of these DOE Defendants are ascertained, they may be inserted
18 in all subsequent proceedings, and that this action may proceed against them under their true
19 names.

20 5. Venue in this District is proper in that the Defendants transact business here and
21 the Plaintiff resides here.

22 23 **III. FACTUAL ALLEGATIONS**

24 6. At a time unknown, Plaintiff’s personal information was stolen.

25 7. An individual later surreptitiously filed a fraudulent bankruptcy petition forging
26 Plaintiff’s signature. Plaintiff disputes that he filed the Chapter 7 Bankruptcy (the
27 "Bankruptcy").

28 8. EXPERIAN is erroneously reporting the Bankruptcy on Plaintiff’s credit file

1 under United States Bankruptcy Court, San Diego, CA.

2 9. The information EXPERIAN is reporting is false as Plaintiff never filed for
3 Chapter 7 Bankruptcy in the United States Bankruptcy Court, San Diego, CA.

4 10. Plaintiff disputed the false information with EXPERIAN in writing as he did
5 not file the Bankruptcy. The Bankruptcy Trustee further provided EXPERIAN
6 correspondence indicating that Plaintiff did not file the bankruptcy.

7 11. EXPERIAN failed to conduct reasonable investigations into the dispute alleged
8 by Plaintiff and continued to report the inaccurate Bankruptcy on his credit file.

9 12. EXPERIAN negligently produced consumer reports with respect to Plaintiff's
10 credit that contain the false information.

11 13. EXPERIAN further negligently failed to maintain reasonable procedures
12 designed to avoid the reporting of the false information.

13 14. As a result of Defendant's conduct, Plaintiff's credit worthiness has been
14 damaged.

15 15. Plaintiff further suffered from frustration and emotional distress.

16 17 **IV. FIRST CLAIM FOR RELIEF**

18 **(Against All Defendants for Violations of the FCRA)**

19 16. Plaintiff repeats, realleges, and incorporates by reference all of the foregoing
20 paragraphs.

21 17. EXPERIAN violated 15 U.S.C. §1681e(b) by failing to establish or to follow
22 reasonable procedures to assure maximum possible accuracy in the preparation of the credit
23 report and credit files it published and maintains concerning Plaintiff.

24 18. EXPERIAN violated 15 U.S.C. §1681i by failing to delete inaccurate
25 information in the Plaintiff's credit file after receiving actual notice of such inaccuracies; by
26 failing to conduct a lawful reinvestigation; by failing to forward all relevant information to
27 the furnisher; and by failing to maintain reasonable procedures with which to filter and
28 verify disputed information in the Plaintiff's credit file.

19. The Defendant's unlawful conduct damaged Plaintiff as referenced above.

20. The Defendant's unlawful conduct was willful.

21. Plaintiff is entitled to recover damages under 15 U.S.C. §§1681n and/or 1681o.

22. Plaintiff is further entitled to recover costs and attorneys' fees from EXPERIAN pursuant to 15 U.S.C. §§1681n and/or 1681o.

V. SECOND CLAIM FOR RELIEF

(Against All Defendants for Violation of the CCRAA)

23. Plaintiff repeats, realleges, and incorporates by reference all of the foregoing paragraphs.

24. Defendants violated the CCRAA, by including but not limited to, the following:

(a) Defendants violated California Civil Code §1785.14(b) by failing to follow reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff; and

(b) Defendants violated California Civil Code §1785.16 by failing to conduct a reasonable reinvestigation to determine whether the dispute information is inaccurate, or delete the item from the file.

25. Defendants' acts as described above were done negligently and/or intentionally.

26. As a proximate result of Defendants' violations enumerated above, Plaintiff has been damaged in amounts which are subject to proof.

27. Defendants' violations were willful and knowing. Defendants are therefore liable to Plaintiff for Plaintiff's actual damages, statutory damages, and attorney's fees and costs pursuant to California Civil Code §1785.31.

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1 **WHEREFORE**, Plaintiff respectfully requests that judgment be entered against
2 Defendant, and each of them, for the following:

- 3 (a) Actual damages;
4 (b) Punitive damages;
5 (c) Statutory damages;
6 (d) Costs and reasonable attorney's fees; and
7 (e) For such other and further relief as the Court may deem just and proper
8 including but not limited to an order to correct the inaccurate credit information.
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11 Date: April 12, 2016 /s/ Octavio Cardona-Loya II .
12 Octavio Cardona-Loya II,
13 Attorney for Plaintiff

14 **DEMAND FOR JURY TRIAL**

15 Please take notice that Plaintiff demands trial by jury in this action.
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17
18 Date: April 12, 2016 /s/ Octavio Cardona-Loya II .
19 Octavio Cardona-Loya II,
20 Attorney for Plaintiff
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